

GENERAL BID INFORMATION

DD006273-01-01

PROPERTY: The parcel is located along East Stockton Boulevard, is bordered by Highway 99 and is situated just south of the Elk Grove Boulevard and East Stockton Boulevard intersection. The property is located in the City of Elk Grove, Sacramento County.

ASSESSOR DATA: 125-0030-011 and 013

SIZE: 4.01 Acres

IMPROVEMENTS: 3 industrial buildings containing a total of 6,688 sq. ft.

BID METHOD: Oral Auction

MINIMUM BID: \$1,510,000

AUCTION DATE: **Monday, March 28, 2005**
Registration will begin at 9:40 AM
Auction at 10:00 AM

LOCATION: Department of Transportation, District 3
Right of Way
720 Yuba Street
Marysville, CA 95901

CONTACT: Department of Transportation
Janel D. Tarczy -- (530)741-5307

SPECIAL NOTE: *This property was previously advertised and auctioned in September 2004. The sale was cancelled due to the need to reserve a portion of the land for a local transportation project. This project will add a northbound onramp to Hwy 99 near the south and west boundary of the parcel. The parcel now reflects a smaller area due to this project.*

GENERAL BID INFORMATION Continued

MINIMUM BID: \$1,510,000. No bids below the minimum will be accepted.

BID REGISTRATION: In order to participate in this auction, a prospective bidder must submit a \$10,000 Bid Registration Fee with the Bid Form on Page 8. The Registration Fee must be by cashier's check, certified check, or money order made payable to the Department of Transportation. The successful bidder will use the \$10,000 Registration Fee as part of their 10% Option Deposit. All unsuccessful bidders will be refunded their Registration Fee immediately following the auction.

REQUIRED OPTION DEPOSIT: The total Option Deposit amount represent 10% of the actual bid. The winning bidder will be required to pay the Department of Transportation the difference between the Registration Fee of \$10,000 and an amount representing 10% of the actual bid within 5 working days of the sale. Payment of said difference must be received by **11:00 a.m. on Tuesday, April 5, 2005, or the Registration Fee of \$10,000 is forfeited and the Option may be awarded to the 2nd highest bidder.**

FORFEITURE OF DEPOSIT: The Option Deposit shall be NON-REFUNDABLE in the event that the successful bidder fails to exercise the Option within the Option Period or fails to comply with any and all of the terms of the Option as herein provided.

TERMS: **CASH 60-Day Option Period** - The full bid price shall be paid to the Department of Transportation on or before the end of the Option Period, **Friday, May 27, 2005, by 11:00 a.m.**

**** Financing is the responsibility of the successful high bidder, together with all costs, including appraisal and loan fees, credit reports, points, title insurance premiums, surveys, documentary transfer tax, escrow and recording fees, and any other fees or charges.**

OPTION PERIOD: The Option Deposit previously described will be consideration for the 60-day Option Period and will be credited toward the accepted bid. The balance of the accepted bid shall be paid on or before the expiration of the **60-day Option Period, Friday, May 27, 2005, by 11:00 a.m.** There may be situations wherein the Option Holder is unable to complete the terms of this Option within the time allowed for reasons beyond his/her control. Under these circumstances, the State, at its discretion, may elect to extend the Option Period. A charge of 1% of the bid price per month will normally be made for such extensions. This charge **SHALL NOT** be applied toward the purchase price.

OPTION AGREEMENT: The Bid Form on Page 8 shall be exercised as the "Option to Purchase Agreement." The successful bidder shall be bound to the terms specified in both the "Option to Purchase Agreement" and this Sales Brochure. **The Option is not assignable or transferable.**

TRANSPORTATION COMMISSION: The sale under the "Option to Purchase Agreement" is subject to approval by the California Transportation Commission (CTC), tentatively scheduled for May 25-26, 2005. Title will transfer after CTC approval, the balance of the purchase price is received and Director's Deed is recorded. If the CTC does not approve the sale, the deposit and balance payment will be refunded without interest.

GENERAL BID INFORMATION Continued

SECOND HIGH BID: In the event the high bidder fails to exercise his/her Option within the Option Period or defaults in the completion of the sale, the State may, at its discretion offer the parcel to the second highest bidder. If the second highest bidder accepts the Option, the deposit requirements and terms of the "Option to Purchase" agreement shall be the same as stated in this Sales Brochure, except that the Option Period shall commence on the day the Option is awarded by the State.

ESCROW: The successful bidder may open an escrow at bidder's option and expense. If the successful bidder chooses to open an escrow, the escrow officer shall notify the Department of Transportation by letter within 10 days from the date of the auction. The notification letter shall be mailed directly to the Department of Transportation, District 3, Right of Way, PO Box 911, Marysville, CA 95901, Attention: Janel D. Tarczy. The letter may also be faxed to (530)741-4490, Attention: Janel D. Tarczy.

BROKER'S COMMISSION: The Department of Transportation will not pay broker's commission. Any broker's commission fees will be paid by the successful bidder and shall be an amount in addition to the purchase price.

FINANCING: Credit terms are not available.

FEES: The successful bidder is responsible for all fees associated with this sales transaction, including but not limited to broker's commissions, surveys, title insurance premiums, escrow, documentary transfer tax, recording fees, and any other fees or charges.

LIMITING CONDITIONS

REPAIRS: All properties will be sold in “AS IS” condition. Repairs are the responsibility of the successful bidder. The State makes no warranties, oral, written, or implied to any of the property’s improvements. Condition of all improvements is a risk that the successful bidder must accept.

TITLE: The property is warranted to be free of any liens, court judgments, loans (Deeds of Trust, etc.) and delinquent or unpaid property taxes. The sale of this property is subject to all matters of public record and any easements, claims of easements, or reservations not of record. The Department of Transportation does not assume any liability for any possible encumbrances on this property. The right, title, and interest in this property shall not exceed that vested in the State of California. Prospective bidders should consult local title companies for more complete information regarding the title of the property.

ZONING: The subject is currently zoned residential, “RD-5”, and allows for a minimum density of one residential on 5,200 square feet for an interior lot and 6,200 square feet on a corner lot. The City of Elk Grove Planning Department has indicated that based on surrounding land uses and zoning designations along with recent zone changes in the neighborhood, there is a reasonable probability of a zone change to a commercial zone.

It is recommended that all prospective purchasers fully investigate zoning and land use restrictions with local authorities concerning the potential uses of the sale property. The Department makes no warranty regarding the zoning or rezoning of any property, or land-use determinations.

PARK AND RIDE: The successful bidder will be required to develop and maintain 70 parking spaces that will be set aside for a park and ride lot. The location of the parking spaces on the parcel will be at the bidder’s discretion.

FENCING: As a result of this sale, a new property line is being created between subject parcel and the State’s adjoining property. The buyer will be required to remove existing fencing along the southern and westerly side of property and install fencing reflecting the revised property lines. The fencing shall be placed on State’s adjoining property, 6 inches in from property line. The fence shall be constructed of chain link type CL-1.8. Fencing must be moved within 60 days of the Deed recording. Should the fencing not be moved within this time period, the State will move the fencing and charge the buyer for actual material and labor costs to have the fence moved.

ENCROACHMENT PERMIT: The successful bidder shall apply for a no fee encroachment permit in order to gain access to the State’s property for purposes of installing the aforementioned fencing. A copy of this entire Brochure and executed Bid Form Option to Purchase Agreement shall be included with the permit application.

TAXES: The property is currently exempt from local taxes and will return to tax rolls upon recording of the Deed.

LIMITING CONDITIONS continued

ENVIRONMENTAL ACT: The sale of this excess property is exempt from the requirements of the California Quality Act of 1970 (CEQA). The environmental determination by Caltrans for the sale of this property does not mean that the buyer may not have to obtain subsequent environmental clearance or prepare an environmental document as required by any local agency. The buyer should also be aware that if the buyer seeks some form of approval or permit for development subsequent to buyer's purchase of this excess property, the local agency may require an environmental document and/or environmental analysis before giving its approval or permit.

SURVEY: No warranty is made by Caltrans relative to ground location of property lines other than monumented highway right of way lines. Any independent survey is at purchaser's expense.

SOIL TEST: Interested parties, upon request, may inspect the property and conduct core or soil samples at their own expense.

DISQUALIFIED BIDS: The State of California reserves the right to reject any and all offers and waive any informality or irregularity in any offer or to accept any offer deemed in the best interest of the State. An agreement between two or more prospective bidders to set their bid price, or not to submit bids against each other, with the purpose of purchasing this parcel or other parcels at a more advantageous price or terms, is prohibited. Where such agreements come to the knowledge of the Department of Transportation, any bids made pursuant to such an agreement will be disqualified. The above prohibitions do not preclude single bids submitted by one or more persons or entities or both as partners or joint ventures or other similar legally permissible combination. All Caltrans employees may bid to acquire excess State property except employees who have direct access to information not generally available to the public or who influence the purchase or sale of right of way or other real property.

INFORMATION: The information contained herein has been obtained from sources deemed reliable, but accuracy and completeness are not guaranteed.

TERMS OF OPTION TO PURCHASE AGREEMENT

BID REGISTRATION: In order to participate in this auction, a Registration Fee of \$10,000 is required with the Bid Form on Page 8. The Registration Fee must be by cashier's check, certified check, or money order made payable to the Department of Transportation. All unsuccessful bidders will be refunded their Registration Fee immediately following the auction. The successful bidder will use the \$10,000 Registration Fee as part of their 10% Option Deposit.

OPTION DEPOSIT REQUIREMENTS: The total Option Deposit represents 10% of the actual bid. The winning bidder will be required to pay the Department of Transportation the difference between the initial Registration Fee of \$10,000 and an amount representing 10% of the actual bid within 5 working days of the sale. Payment of said difference must be received by **11:00 a.m. on Tuesday, April 5, 2005, or the registration fee of \$10,000.00 is forfeited and the Option may be awarded to the 2nd highest bidder.**

AUCTION DATE: March 28, 2005
9:40 a.m. Registration will begin promptly
10:00 a.m. Oral Auction

OPTION AGREEMENT: The Bid Form shall be exercised as the "Option to Purchase Agreement." The successful bidder shall be bound to the terms specified in both the "Terms of Option to Purchase Agreement" and this Sales Brochure. The Option is not assignable or transferable. The sale is subject to approval of the California Transportation Commission (CTC), tentatively scheduled to meet on May 25-26, 2005. Title will transfer after CTC approval, the balance of the purchase price is received and the Director's Deed is recorded.

FORFEITURE OF DEPOSIT: The Option Deposit shall be **non-refundable** in the event that the successful bidder fails to exercise the Option within the 60-Day Option Period or fails to comply with any and all of the terms of the Option, as provided herein.

LIMITING CONDITIONS:

- (1) The sale under this Option is subject to the CTC's approval. If the sale is not approved, the Option Deposit and balance payment will be refunded without interest. The purchaser may take possession when the Director's Deed is recorded.
- (2) When the CTC approves the sale and the successful bidder elects to exercise the Option, the Deposit will be credited toward the bid purchase price.
- (3) The State reserves the right to reject any and all bids and cancel the sale in part or in its entirety at any time prior to recordation of the Director's Deed. In the event of cancellation of sale and/or rejection of any bids, the respective deposits of money shall be refunded without interest.
- (4) The right, title, and interest in the property to be sold shall not exceed that vested in the State of California, and this sale is subject to all title exceptions and reservation whether or not of record. The successful purchaser may obtain a policy of title insurance at their own expense.
- (5) The successful bidder shall pay all recording fees, points, repairs, costs, and documentary stamp taxes where applicable.

TERMS OF OPTION TO PURCHASE AGREEMENT CONT.

- (6) Should the successful purchaser desire a survey of the property, this may be accomplished by an independent survey at the purchaser's expense. The California Department of Transportation makes no warranty relative to the ground locations of property lines other than monumented highway right of way lines.
- (7) The successful bidder shall be bound to the terms specified in both the "Terms of Purchase Agreement" and this Brochure.

ESCROW: The successful bidder may open an escrow at bidder's option and expense. If the successful bidder chooses to open an escrow, the escrow officer shall notify the Department of Transportation by letter within 10 days from the date of the auction.

BID FORM - OPTION TO PURCHASE AGREEMENT

For the purchase of the real property described in DD 006273-01-01. For full description see Page 13 of this Brochure.

(Insert bid amount below upon completion of Auction)

The undersigned bidder submits an oral bid of _____
(\$_____) for the property described above. _____ (bidder's initials). The Bid Registration Fee of \$10,000 is paid herewith

Upon notification from the California Department of Transportation that the undersigned Bidder is the successful Bidder, this "Bid Form" becomes the "Option to Purchase Agreement" and the Bidder hereby agrees to the terms of this Option. The winning bidder will be required to pay the Department of Transportation the difference between the bid registration fee of \$10,000 and the amount representing 10% of the actual bid within 5 business days of the sale. **Payment of said difference must be received by April 5, 2005 at 11:00 a.m., or the Registration Fee is forfeited and the Option may be awarded to the 2nd highest bidder.**

The balance of the purchase price shall be paid to the Department of Transportation for the bidder to exercise this Option on or before **Friday, May 27, 2005, by 11:00 a.m.**

All provisions of the "Terms of Option to Purchase Agreement" and contents of this Sales Brochure are hereby specifically incorporated by reference into the terms of this Option, and Bidder agrees to perform each of the said TERMS.

All unsuccessful bidders will be refunded the registration fee after the oral auction.

The property shall be conveyed by Director's Deed to:



(Please print how title is to be vested)

Check one:

- | | | | |
|--|--|--|---------------------------------------|
| <input type="checkbox"/> Husband and wife as joint tenants | <input type="checkbox"/> Joint Tenants | <input type="checkbox"/> Single Man | <input type="checkbox"/> Single Woman |
| <input type="checkbox"/> Husband and wife as community property | | <input type="checkbox"/> Tenants in common | <input type="checkbox"/> Other |
| <input type="checkbox"/> A married man/woman as his/her sole and separate property | | | |

It is also agreed that all notices and matters arising in connection with this transaction will be given to bidder in person or by certified mail addressed to:



(Please print name and mailing address)

It is understood that the Department of Transportation shall record said Director's Deed and the undersigned Bidder agrees to pay the cost of recording and any documentary transfer tax when the final balance is paid. Bidder may take possession of said real property as soon as said Director's Deed has been recorded.

Date: _____ Signed: _____ Phone #: _____

Date: _____ Signed: _____ Phone #: _____

(See Terms of Purchase Agreement)

AUCTION INSTRUCTIONS

1. Remove and complete the Bid Form (page 8) except for the bid amount. The bid amount will be completed after the auction closes.
2. Make the Bid Registration Fee, in the amount of \$10,000, payable to the Department of Transportation. The Registration Fee must be submitted by cashiers check, certified check, or money order.
3. Bring the Bid Form and the required Registration Fee of \$10,000 to the auction location at 720 Yuba Street, Conference Room A & B, Marysville, CA 95901 on March 28, 2005.
4. Auction Registration begins at 9:40 a.m.
5. Oral Auction begins PROMPTLY at 10:00 a.m.



View looking northeast from Hwy 99NB offramp into center of property.



View of entrance into parcel.



Area to be sold is shown by the hatch lines below.



...\\Director's Deed.dgn 02/16/2005 11:00:29 AM

EXHIBIT "A"

A portion of that certain parcel in the deed from Flora Haire and Y.L. Haire to the State of California recorded March 22, 1954 in Vol. 2573 of Official Records Sacramento County at Page 203 and a portion of that certain parcel in the deed from Y.L. Haire and Flora Haire to the State of California recorded July 14, 1954 in Vol. 2637 of Official Records Sacramento County at Page 611 all in the northwest ¼ of Section 1 Township 6 North, Range 5 East MDM and more particularly described as follows:

Commencing at the southerly terminus of that certain course cited as "N 24°54'30" E 260.28 feet" in the said deed recorded March 22, 1954 in Vol. 2573 of Official Records Sacramento County at Page 203 being identical to that certain course cited as "S 24°54'30" W 260.28 feet" in the said deed recorded July 14, 1954 in Vol. 2637 of Official Records Sacramento County at Page 611, thence northeasterly along said course 41.739m (136.94') to the most southerly corner of that certain parcel deeded to New West Petroleum Inc, a California Corporation recorded October 10, 1999 under document number 199910121186 in the Office of the Sacramento County Recorder; thence northwesterly along the boundary of said New West Petroleum parcel 7.332m (24.06') to the true point of beginning; thence from the true point of beginning the following courses:

1) South 25°02'10" West 5.995m (19.668'); 2) South 24°39'42" West 10.668m (35.00'); 3) South 36°07'17" West 26.441m (86.750'); 4) South 39°18'11" West 36.332m (119.20'); 5) South 28°18'01" West 7.087m (23.250'); 6) North 80°32'55" West 107.464m (352.57'); 7) North 66°12'24" West 34.973m (114.740'); 8) North 51°13'44" West 34.564m (113.40'); 9) North 39°52'59" West 33.400m (109.580'); 10) North 26°32'55" West 15.956m (52.35'); more or less to the southerly line of the Elk Grove Cosumnes Cemetery; thence easterly along the said southerly line to the boundary of the said New West Petroleum parcel; thence southeasterly along the said boundary to the true point of beginning and the end of this description.

There shall be no abutter's rights, including the rights of access appurtenant to the above-described real property in and to the adjacent State freeway, except over and across courses 1 & 2 hereinabove described.

The Basis of Bearings for the above description is the California Coordinate System of 1983, Zone 2, epoch (1986). Distances are in meters unless otherwise noted. Multiply distances by 1.00001861 to obtain ground level distances. To convert meters to the U.S. Survey Foot multiply distances by 3937/1200.

This legal description was prepared by me, or under my direction, in conformance with the Land Surveyors Act. My responsibilities or warranties are subject to the provisions of section 8761.2 of the Land Surveyors Act.

Signature *Richard D. Barnhart*
Professional Land Surveyor

Date 2/16/05

